

Memorandum

MIAMI-DADE
COUNTY

Date: December 4, 2007

To: Honorable Chairman Bruno A. Barreiro
And Members, Board of County Commissioners

Agenda Item No. 8(F)(1)(A)

From: George M. Burgess
County Manager

Subject: Designation of Real Property and Improvements located at 2400 South Dixie Highway as Multi-Use County Government Facility; Authorization of Allocation of \$5,800,000 from Building Better Communities General Obligation Bond Program Project No. 232 – “Future Multi-Use Facilities” for same; and Acquisition of a two-story Office Building, located at 2400 South Dixie Highway, Miami, for the Department of Human Services (DHS).

RECOMMENDATION:

It is recommended that the Board of County Commissioners designate the real property and improvements located at 2400 South Dixie Highway as a multi-use County government facility and authorize an allocation in an amount equal to \$5,800,000 from Building Better Communities General Obligation Bond Program (the “BBC GOB Program”) Project No. 232 – “Future Multi-Use Facilities” for the acquisition and renovation of the subject property. In addition, it is recommended that the Board approve the Sale and Purchase Contract, which is attached as Exhibit “A”, in the amount of \$5,182,100, from 300 Grove Professional, Inc., for a two-story Office Building, for the Department of Human Services in order to expand service delivery to victims of domestic violence. This item was prepared by General Services Administration (GSA) at the request of the Department of Human Services.

OWNER: 300 Grove Professionals, Inc.

TAX FOLIO NUMBER: 01-4115-008-1510

SIZE: The site contains 31,264 square feet or 0.72 acres, and houses a two-story office building fronting on South Dixie Highway, together with 38 on-site parking spaces. The gross building area is 15,916 square feet, of which approximately 14,000 square feet (7,000 per floor) is usable space.

LOCATION: 2400 South Dixie Highway, Unincorporated Miami-Dade County

COMMISSION DISTRICT: 7

**COMMISSION DISTRICT:
IMPACTED:** Countywide

ZONING: O-(Offices); SD-3 Overlay (Coconut Grove Major Streets Overlay). This category allows structures used as permanent and transitory residential facilities such as hotels and motels, general office uses, clinics and laboratories, and limited commercial activities incidental to principal uses, limited services and supporting facilities such as auditoriums, libraries, convention facilities, places of worship, primary and secondary schools may also be allowed and mixed residential-office uses. The property is located in the City of Miami and the proposed use is permitted under the current land use plan; as a result a Governmental Facilities hearing by the County is not required for this acquisition.

TRACK RECORD: The County has no record of negative contract performance issues with 300 Grove Professionals, Inc.

PURCHASE PRICE: Following extended negotiations, the owner has agreed to sell the property to the County for \$5,182,100, including twelve secretarial work stations, built-in bookcases and miscellaneous other loose furniture.

APPRAISED VALUE: Staff hired two State-certified independent appraisers, Delahanty and Associates, Inc. and Integra Realty Resources, who appraised the property in January 2007 at \$5,400,000 and \$4,400,000, respectively. Due to the wide variation in appraisal results, the County secured the services of a third State-certified appraiser, Waronker & Rosen, Inc., to review the first two appraisals, and establish a revised determination of value. Waronker concluded that the higher appraised value of \$5,400,000 was better supported, and more closely represented market value. Waronker ultimately provided a revised range of value for the property between \$5,014,000 and \$5,400,000.

JUSTIFICATION: Pursuant to Resolution #1372-04, sponsored by Commissioner Joe A. Martinez, a July 2005 report jointly prepared by the Miami-Dade Police Department (MDPD) and the Department of Human Services (DHS) recommended a comprehensive study of the existing service delivery system for victims of domestic violence and sexual assault, and the development of an appropriate plan to improve the system. The study included reviews of national models and "best practice" approaches, and the convening of a community-wide training seminar on the development of a provider network. The review of best practices in the provision of victim-centered services concluded that the premier model is the San Diego, California Family Justice Center.

This concept of coordinated service delivery was introduced in response to the nationally recognized problem of fragmented, disjointed service systems for victims of domestic violence with separate agencies offering related, but uncoordinated, services in scattered locations. The recommendation for Miami-Dade County calls for the establishment of a Coordinated Victims Assistance Center (CVAC) in a building of approximately 15,000 square feet, with the flexibility of being designed to facilitate a victim-centered process. Once acquired and developed, such a facility will serve as a demonstration project for the County to implement a one-stop multidisciplinary center where victims can file a restraining order, see a paralegal from the State Attorney's Office, speak with a detective, and meet with victim advocates, all in one location.

An initial tour of the subject facility was coordinated by GSA in December 2006 for the Assistant County Manager for Human Services, and staff from the Department of Human Services and the Board of County Commissioners. It was the consensus of the group that the site is well-suited for the planned center. It is located on a major artery (U.S. 1) within two blocks of a Metrorail Station, giving it ideal accessibility and

exposure. The size of the building also falls within the desired size range for the initial such center to be opened in the County. The facility is in good condition, and has an existing interior layout that is well-suited for the proposed use, which will minimize renovations to accommodate the program. The facility is well-served by both on-site and on-street parking, and is nicely oriented on an attractive, well-landscaped site ideal for the proposed use. The purchase price falls within the approved capital budget for the project.

**EXISTING BUILDING
OCCUPANTS:**

The Owner presently leases the second floor of the building to house the offices of a local law firm. At the time that staff initiated purchase negotiations, the lease contained an Option-to-Renew for an additional five-year period, at the sole discretion of the Tenant. Whereas a five-year extension would negatively impact the ability of the County to implement the planned CVAC in a complete and timely manner, GSA staff worked to facilitate discussions between the Owner and Tenant to modify the lease agreement. Ultimately, this effort resulted in a renegotiation of the subject lease agreement in order to reduce the leased area and create a termination provision for the Owner (the County, following the purchase).

The Lease Agreement to be assumed by the County as a part of the purchase will allow the County to terminate the agreement at any point after the first twelve months, with six-month advance notice. In addition, the leased premises were reduced from 7,000 to 3,500 square feet, which will give the CVAC immediate use of the remaining 3,500 square feet. In consideration of the phased implementation plans for the CVAC, the acceptance by the County of the amended lease agreement will not negatively impact the scope or timeframe for implementing the CVAC.

During the remaining term of the lease agreement, the Tenant will pay to the County the same rent as was originally negotiated with the Owner (\$29.80 per square foot), less a discount of \$1.80 per square foot for assuming the provision of janitorial, security and certain other services to the leased premises.

The attached addendum to the Sale and Purchase Contract will allow the Owner to remain in the premises on the ground floor for a period not to exceed 120 days following the date of closing, in order to ease his relocation to new offices. The Owner has agreed to pay \$25.00 per square foot, less a discount of \$1.80 per square foot for assuming the provision of janitorial, security and certain other services to the leased premises.

DEVELOPMENT: The building is laid out in a manner highly compatible with the intended operational use of the CVAC. This layout, in combination with the furnishings and phone/data hardwiring that will be left behind by the Owner will reduce development costs. Staff from the various departments and/or agencies is presently working together to determine the specific operating policies and procedures for the facility, as well as the operational staffing and funding requirements. It is expected that CVAC will be implemented on a phased basis over the remainder of the current fiscal year, becoming fully operational in FY08-09.

FUNDING SOURCES: The acquisition and development of the property for the Department of Human Services is being funded as a multi-use County government facility in an amount equal to \$5,800,000 from BBC GOB Program Project No. 232 – "Future Multi-Use Facilities." This allocation includes \$5,182,000 for the acquisition of the property, and an additional \$618,000 to cover closing costs and minor building reconfigurations and repairs. Operating funds for the facility will be provided through the operating budgets of the respective agencies.

COMMENTS: Staff negotiated a share of the sales commission to be paid by the Owner to the Owner's Broker, which amounts to 1% of the purchase price.

MONITOR: Laureen Varga, Chief Real Estate Officer



Director
General Services Administration




MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: December 4, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(A)
12-04-07

RESOLUTION NO. _____

RESOLUTION DESIGNATING REAL PROPERTY AND IMPROVEMENTS LOCATED AT 2400 SOUTH DIXIE HIGHWAY AS A MULTI-USE COUNTY GOVERNMENT FACILITY; AUTHORIZING ALLOCATION IN AN AMOUNT EQUAL TO \$5,800,000 FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NO. 232 – “FUTURE MULTI-USE FACILITIES”; AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF \$5,182,100 BETWEEN 300 GROVE PROFESSIONALS, INC., AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, OF REAL PROPERTY TOGETHER WITH ITS IMPROVEMENTS LOCATED AT 2400 SOUTH DIXIE HIGHWAY FOR THE PURPOSE OF EXPANDING SERVICES FOR THE DEPARTMENT OF HUMAN SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby designates the real property and improvements located at 2400 South Dixie Highway as a multi-purpose County government facility and authorizes an allocation in an amount equal to \$5,800,000 from Building Better Communities General Obligation Bond Program Project No. 232 – “Future Multi-Use Facilities” for the acquisition and subsequent renovation of such property and improvements.

Section 2. This Board hereby approves a Contract for Sale and Purchase between 300 Grove Professionals, Inc. as seller and Miami-Dade County as buyer of real property together with its improvements, which includes a two-story Office Building with a gross area of 15,916 square feet on a site containing approximately 31,264 square feet or .72 acres of land, located at 2400 South Dixie

Highway for the purchase price of \$5,182,100, for the purpose of expanding services for the Department of Human Services; authorizing the County Mayor or his designee to execute the same for and on behalf of Miami-Dade County; and authorizing the County Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

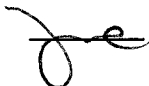
The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Jorge Martinez-Esteve

CONTRACT FOR SALE AND PURCHASE

Project: Special Project
Folio No: 01-4115-008-1510

This Contract for Sale and Purchase is entered into as of the day of October, 2007, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and 300 GROVE PROFESSIONAL, INC., a Florida Corporation, whose address is 2400 South Dixie Highway, Miami, Florida 33133, hereinafter referred to as "Seller."

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller "AS IS", that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit A, hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to real property, if any (collectively, the "Real Property"), and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Real Property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any.

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of \$ 5,182,100.00 (Five Million One Hundred Eighty Two Thousand One Hundred Dollars and no 00/100), by wire transfer of U.S. funds. The purchase price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing by County check for the Property referenced above.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property and agrees to convey good, marketable and insurable title by Warranty Deed.

4. AD VALOREM TAXES. Buyer hereby covenants that it is a political subdivision of the State of Florida and is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form

"B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. INSPECTIONS/HAZARDOUS MATERIALS. Buyer shall, at Buyers sole cost and expense and at least thirty (30) days from the effective date of this Contract, furnish to Seller an environmental site assessment of the Property. Buyer shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property. The environmental site assessment shall be certified to Buyer and the date of certification shall be within 45 days before the date of closing. The Buyer shall obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct a review of the environmental site assessment as required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind. Should such inspections show defects to the Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Sellers written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Sellers in Sellers' sole discretion elect in writing to repair such defects to Buyer's satisfaction. If Sellers agree to repair such defects by closing or unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyers option without adjustment to the Purchase Price such option to be exercised in writing within fifteen (15) days of Sellers' notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof.

7. SURVEY. Buyer, at Buyer's sole cost and expense and not less than 30 days prior to closing, obtain a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer and the Title Company. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same

shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Property to the condition existing prior to any test or construction on the site.

9. TENANCIES. Seller further warrants and represents that except as listed in Schedule I hereto, no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property. Buyer agrees to accept the Property subject to the lease and tenancy of Hogan, Greer & Shapiro, P.A. (as reflected in Schedule I hereto), and any subtenants in possession.

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue if any shall be prorated to the day of closing and paid by Seller.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

12. CLOSING. The closing of this transaction shall be completed within thirty (30) days of the Effective Date of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set by Buyer and Seller.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer.

14. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller and Buyer each represent and warrant to the other that it has not dealt with any broker, salesperson, agent, or finder in connection with any of the transactions contemplated by this Contract other than

CRESA Partners, LLC, the listing agent and insofar as each party knows, no broker, salesperson, agent, finder or other person other than listed here, is entitled to any commission or finder's fee in connection with any of the transactions contemplated by this Contract. Seller and Buyer each agree to indemnify, defend (by counsel reasonably satisfactory to the indemnified party), save and hold harmless the other from and against any and all losses, claims, damages, liabilities, fees and costs, and all other expenses related to, growing out of, or arising from, any claims or demands for any brokerage commissions or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party. From the closing proceeds Seller shall pay a brokerage commission of one percent (1%) of the purchase price to Miami-Dade County General Services Administration and shall pay to CRESA Partners, LLC, the listing agent a commission as set forth in a separate writing between Seller and the listing agent.

15. EXPENSES. Seller shall be responsible for recording fees on the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

16. LOSS. Subject to the provisions of Section 8 above. All risk of loss to the Property shall be borne by Seller until transfer of title.

17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this contract.

18. POSSESSION. Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing. Seller and its affiliates shall be allowed to occupy a portion of the first floor space for a period of one-hundred and twenty (120) days from closing as covered by a separate agreement between Seller and Buyer.

19. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

21. DISCLOSURE. Seller warrants to Seller's knowledge that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

22. SUCCESSORS IN INTEREST. This Contract will ensure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

25. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. PERSONAL PROPERTY: This Contract shall include the twelve (12) secretarial work stations located on the first floor of the building agreed to by the Buyer and Seller.

29. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing for governmental facility approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

30. COUNTERPARTS: This Contract may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument. This Contract may be evidenced by facsimile copies of such executed counterparts.

31. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

NOTICE. All communications regarding this transaction shall be directed to:
as to Buyer:

Laureen A. Varga
Chief Real Estate Officer- GSA
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Seller:

Scott W. Leeds
300 Grove Professional, Inc.
2400 South Dixie Highway, Suite 100
Miami, Florida 33133

With copies to:

Stephen E. Gaunt, CCIM
CRESA Partners, LLC.
1200 Brickell Avenue, Suite 750
Miami, Florida 33131

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

By: _____
Clerk

BUYER:

MIAMI-DADE COUNTY

By: _____
County Manager (or designee)

Date: _____

SELLER:

300 Grove Professional Building, Inc.

Beatriz Hernandez
Witness
BEATRIZ T Hernandez
Print

By: *Scott W. Leeds*
Scott W. Leeds, President
Date: 10.9.07

Approved as to form
and legal sufficiency.

[Signature]
Assistant County Attorney

EXHIBIT "A"
Real Property

**Lots 6 through 16, inclusive, Lots 19 through 21, Block 43,
SILVER BLUFF ESTATES SECTION "C", according to the
plat thereof as recorded in Plat Book 10, Page 65 of the Public
Records of Miami-Dade County, Florida**

Property Appraisers Parcel ID: 01-4115-008-1510

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT made on the day of October, 2007, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and **300 GROVE PROFESIONAL, INC.**, a Florida Corporation, or its affiliates, hereinafter referred to as the "TENANT"

WHEREAS, the TENANT currently owns and operates a two story office building comprised of approximately 15,900 square feet (the "Building"), of which TENANT occupies approximately 3,954 square feet (the "Demised Premise") and TENANT requires additional time to vacate the Demised Premises post closing of the purchased of the Building by the COUNTY; and

WHEREAS, the TENANT and the County desire to enter into an Addendum in order to allow the TENANT and its affiliates to continue to remain in the premises on the ground floor and to occupy approximately 3,954 square feet, for a period not to exceed One Hundred Twenty (120) days or until TENANT is able to fully vacate the Demised Premises, whichever event occurs sooner and following the date of closing.

That COUNTY, for and in consideration of the restrictions and covenants herein contained, hereby allows the TENANT and TENANT hereby agrees, to occupy the Demised Premises, described as follows:

Approximately Three Thousand Nine Hundred and Fifty Four (3,954) square feet of demised premises located at 2400 South Dixie Highway, Miami, Florida, 33133.

TO HAVE AND TO HOLD unto said TENANT for a term not to exceed One Hundred Twenty days (120 days), or until TENANT fully vacates the Demised Premises, whichever occurs sooner for at a per diem rental rate of \$268.92, inclusive of sales tax (i.e., a total rental charge of thirty-two thousand, two-hundred, seventy dollars and forty cents \$32,270.40)). The rental amount is based upon an annual gross rental charge of \$23.20 per square foot (i.e., 3,954 square feet times \$23.20 = \$91,732.80 (annual rental) times 7% sales tax (or \$6,421.30) = \$98,154.10 Total / 365 days = \$268.92 per day. times 120 days = \$32,270.40 total rent including sales tax). The full rental charge, inclusive of

sales tax, of \$32,270.40 shall be payable in advance, deducted from the proceeds of the sale of the subject property to Miami-Dade County, and held in escrow by Harrison Title Group, Inc., as part of the closing between 300 Grove Professionals, Inc. and Miami-Dade County. In the event the TENANT desires to terminate this ADDENDUM prior to the end of the entire One Hundred Twenty days, a pro rata portion of the remaining rental amount (equal to the per diem rate identified above, multiplied by the sum of (i) 120 minus (ii) the number of days during which TENANT occupied the Demised Premises under the term of this ADDENDUM), held in escrow by The Harrison Title Group, Inc., shall be released to TENANT within ten (10) days from the inspection of the Demised Premises, provided the condition of the vacated premises meets the approval of the COUNTY, which approval shall not be unreasonably withheld, conditioned, or delayed. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I TERM

The term of this Agreement shall not exceed One Hundred Twenty (120) days commencing on the closing date mutually agreed to between the COUNTY and the TENANT.

ARTICLE II RENTAL RATE

TENANT agrees to pay a per diem rental rate \$268.92 (inclusive of sales tax), which shall be payable in advance, deducted from the proceeds of the sale of the subject property to Miami-Dade County and held in escrow by The Harrison Title Group Inc., as part of the closing of the purchase of the Building by the COUNTY. In the event the TENANT desires to terminate this ADDENDUM prior to the end of the One Hundred Twenty (120) day term, the remaining amount held in escrow by The Harrison Title Group, Inc., shall be released to TENANT in accordance with the terms specified above. FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE III
EFFECTIVE DATE

It is agreed by both parties that the Effective date of this Agreement is the day of closing of the purchase of the Building by the COUNTY from 300 Grove Professional, Inc..

ARTICLE IV
USE OF DEMISED PREMISES

The area of the Demised premises shall be used by TENANT solely for the purpose of vacating the Demised Premises and relocating and/or closing the business that is currently in operation and occupying the Demised Premises. No changes in the use are allowed. Upon failure of the TENANT to operate the facility in accordance with the approved use and consistent with the ADDENDUM, this ADDENDUM shall become null and void.

ARTICLE V
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises in "as is" condition.

ARTICLE VI
UTILITIES

COUNTY and TENANT agree that the occupancy and tenancy of the TENANT under this ADDENDUM is on a "full service basis" and, therefore, during the term hereof, all charges, including water and electricity used by the TENANT shall be paid by the COUNTY, TENANT will continue to pay for it's own telephone service to the Demised Premises. With the exception that the Tenant shall be responsible for janitorial services for the Demised Premises, supplies for the restrooms and the kitchen, light bulbs and fixtures, security system for the Demised Premises, window washing for the exterior first floor, carpet cleaning and repair, and repairs for the interior of the Demised Premises.

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ARTICLE VII
MAINTENANCE

The TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this ADDENDUM, the interior of the Demised Premises. TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of TENANT OR TENANT's agents, employees, invitees, or visitors use of the Demised Premises, ordinary wear and tear excepted. COUNTY shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE VIII
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered unfit for the purpose of TENANT, either party may cancel this ADDENDUM by the giving of thirty (30) days' prior written notice to the other. If either the Demised Premises or the Demised buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this ADDENDUM, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Demised Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Demised Premises so that they equal the condition of the Demised Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse COUNTY all expenses incurred by COUNTY in restoring the Demised Premises to their original condition. The election of remedies shall be at the sole discretion of COUNTY.

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ARTICLE IX
ASSIGNMENT

Without the written consent of COUNTY first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this ADDENDUM or the term hereof.

ARTICLE X
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Demised Premises above described shall be at the risk of TENANT or the owner thereof. COUNTY shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of COUNTY, COUNTY's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XI

INTENTIONALLY BLANK

ARTICLE XII
COUNTY'S RIGHT OF ENTRY

COUNTY or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this ADDENDUM.

ARTICLE XIII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this ADDENDUM, COUNTY agrees that

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TENANT shall and may peaceably have, hold, and enjoy the Demised Premises above described, without hindrance or molestation by COUNTY.

ARTICLE XIV
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to COUNTY, at the end of the term of this ADDENDUM said Demised Premises in as good condition as said Demised Premises were at the beginning of the term of this ADDENDUM, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XV
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this ADDENDUM by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this ADDENDUM or otherwise provided by TENANT shall in no way — limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE XVI
LIABILITY FOR DAMAGE OR INJURY

COUNTY shall not be liable for any damage or injury which may be sustained by any party or

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person on the Demised Premises other than the damage or injury caused solely by the negligence of COUNTY, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XVII

SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this ADDENDUM shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVIII

INTENTIONALLY BLANK

ARTICLE XIX

TERMINATION

In addition to other instances described herein, the happening of any of the following shall cause this agreement to be automatically terminated:

- A. Assignment by TENANT of this ADDENDUM for the benefit of creditors.
- B. In the event the TENANT shall abandon or fully vacate the Demised Premises before the end of the 120-day term of this ADDENDUM, subject to the refund of the unused portion of the rent, as provided for herein.
- C. If the Demised Premises shall be used by TENANT for any other purpose than as described in Article I, without the expressed written permission of the County Manager or his designee, or if TENANT shall fail to maintain required State of Florida licensing, if applicable.
- D. The failure of TENANT to correct destruction of Demised Premises pursuant to provisions of Article VIII.

The County shall have the right to terminate this ADDENDUM after ten (10) days written notice sent by registered or certified mail to the TENANT of the occurrence of any one or more of the

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following, unless the same shall have been corrected within such period, and except as otherwise provided for in this ADDENDUM:

- A. Non-performance of any provision of this ADDENDUM and failure of the TENANT to remedy such breach.
- B. The conducting of any business or the merchandising of any product or service not specifically authorized herein.
- C. A final judgment in favor of County as a result of any litigation between the parties.

ARTICLE XX **NOTICES**

It is understood and agreed between the parties hereto that written notice addressed to COUNTY and mailed or delivered to General Services Administration, Attn: Facilities and Utilities Management Division, Real Estate Section, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to COUNTY, and written notice addressed to TENANT and mailed or delivered to the address of TENANT, or its legal representative, at 2400 South Dixie Highway, Suite 100, Miami, Florida 33130, shall constitute sufficient notice to TENANT to comply with the terms of this ADDENDUM. Notices provided herein in this paragraph shall include all notices required in this ADDENDUM or required by law.

ARTICLE XXI **INSURANCE**

Prior to occupancy, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.

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B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the ADDENDUM in an amount not less than \$300,000 combined single limit for bodily injury and property damage.

C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes. The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations of TENANT under this ADDENDUM.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this ADDENDUM.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this ADDENDUM. If insurance certificates are scheduled to expire during the term of the ADDENDUM, TENANT shall be responsible for submitting new or renewed insurance certificates to the COUNTY at a minimum of thirty (30) days in advance of such expiration.

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ARTICLE XXII
PERMITS , REGULATIONS & SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this ADDENDUM TENANT will obtain any and all necessary permits and approvals and that all uses of the Demised Premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the Demised Premises shall be paid by TENANT and failure to do so will constitute a breach of this ADDENDUM.

ARTICLE XXIII
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Demised Premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released of record without cost to COUNTY.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under ADDENDUM, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

ARTICLE XXIV
WRITTEN AGREEMENT

This ADDENDUM contains the entire agreement between the parties hereto and all previous negotiations leading thereto.

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IN WITNESS WHEREOF, COUNTY and TENANT have caused this ADDENDUM to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

300 GROVE PROFESSIONAL, INC.

Beatriz Hernandez
WITNESS

By: Scott W. Leeds
Scott W. Leeds, President
(TENANT)

WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
DEPUTY CLERK

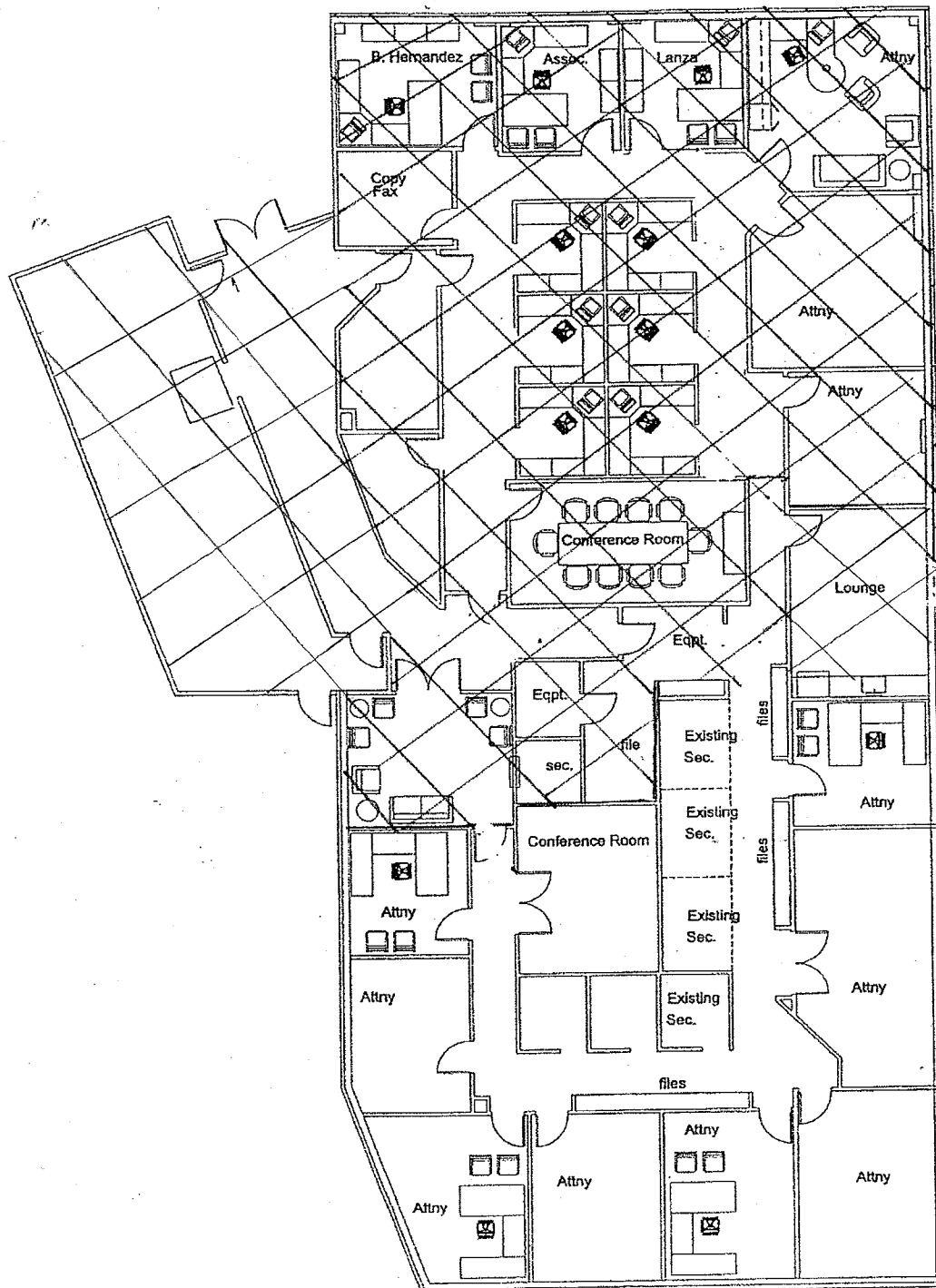
By: _____
County Mayor or his designee Manager
(COUNTY)

Approved as to form
and legal sufficiency.

Assistant County Attorney

Leeds Colby & Paris

Preliminary Space Plan



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All areas, dimensions, and conditions are approximate and subject to change. Actual areas, dimensions and conditions should be verified.

Exhibit "B"

LEASE AGREEMENT

This Lease Agreement is made effective as of _____, 2003 between 300 Grove Professional Inc., herein called Landlord, and Hogan, Greer & Shapiro, P.A., a Florida professional association, herein called Tenant. Tenant hereby offers to lease from Landlord the premises situated in the city of Miami, County of Miami-Dade, State of Florida, described as 2400 South Dixie Highway, Suites 200, Miami, Florida 33133, upon the following terms and conditions:

1. Term and Rent

Landlord demises the premises for a term of five (5) years, commencing the 1st day of January 2003 and terminating the 31st day of January 2008. The leased premises consist of 7000 square feet of office space, per the attached Floor Plan.

Tenant agrees to pay a yearly base Rent of One Hundred and Seventy Five Thousand (\$175,000.00) plus applicable sales tax (sales tax currently at 7%), being \$25 psf. Base Rent shall increase annually at the rate of three percent (3%) per annum, which increase shall occur on the anniversary of the commencement date of this Lease.

Landlord acknowledges that Tenant has the unrestricted right to and has entered into sublease agreements with tenants for portions of the leased premises.

Rent shall be paid to Landlord in advance without demand on the first day of each and every calendar month for that month's rental, during the term of this lease, and all renewals, if any. Any rents received after the 10th of the month will be subject to a Late Fee equal to 5% of that month's Base Rent. Rent and sales tax payments shall be made payable to Harlow Partnership Ltd., and mailed to: 2400 South Dixie Highway, Miami, FL 33133, or other places as may be designated by Landlord from time to time.

Provided that this Lease is in good standing and tenant is not in default hereunder, Landlord hereby gives Tenant the right, privilege and option of extending this Lease for one five (5) year term on the terms and conditions set forth herein, including annual increases. The extended term shall commence from the date of the expiration of the initial term. In order to exercise this option, Tenant must give written notice of Tenant's intention to exercise the option to extend not less than three (3) months prior to the expiration of the initial term.

2. Termination Option

Notwithstanding the foregoing option to renew or anything else contained herein, Landlord shall have the right to cancel this Lease at any time during the renewal term of this Lease by giving Tenant six (6) months written notice (which may be given at any time) to vacate the Premises. In the event that Landlord gives Tenant notice of cancellation of the renewal term of this Lease, Tenant shall have the right to vacate the premises and cancel the remaining term of the Lease at any time during the six month notice period by giving Landlord ten (10) days written notice and vacating the premises. Tenant shall be entitled to remove any and all furniture, fixtures and improvements installed by Tenant in the premises.

Tenant shall have the right to cancel this Lease at any time during the renewal term of this Lease by giving Landlord sixty (60) days written notice. Tenant shall be entitled to remove any and all furniture, fixtures and improvements installed by Tenant in the premises.

All returned checks will be charged a \$25.00 returned check fee.

3. Tenant Improvements

Tenant accepts the premises in their existing condition.

4. Use

Tenant shall use and occupy the premises for law offices. The premises shall be used for no other purpose. Landlord represents that the premises may lawfully be used for such purpose. Tenant will not exhibit, sale or offer for sale on the premises or in the building any article or thing whatsoever (except those articles and things essentially connected with the stated use of the premises) without the advance written

consent of the Landlord; will not make or permit any use of the premises which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the building or covering its operation, and will comply with the Rules and Regulation attached to this instrument, hereby made part of this lease as though inserted into this section, and such other rules and regulations as the Landlord may hereinafter adopt and make known to the Tenant by notice. In addition to all other liabilities for breach of any covenants of this section, the Tenant shall pay to the Landlord an amount equal to the increased cost of insurance or damage.

5. **Condition and Maintenance of Premises.**

Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. No promise of the Landlord to alter, remodel, or improve the premises or the building and no representation respecting the condition of the premises or the building have been made by the Landlord to the Tenant, unless the same is contained herein, or made part hereof. This lease does not grant any rights to the light or air over property, except over public street kept open by public authority. At the termination of this lease by lapse of time or otherwise, the Tenant shall return the premises in as good condition as when the Tenant took possession, ordinary wear or loss by fire excepted, failing which the Landlord may restore the premises to such condition and the Tenant shall pay the cost thereof.

6. **Repairs.**

Tenant shall, at Tenant's own expense, keep the premises in good order, condition and repair during the term. If the Tenant does not make repairs promptly and adequately, the Landlord may, but need not, make repairs, and the Tenant shall pay promptly the reasonable cost thereof. At any time or times, the Landlord, either voluntary or pursuant to governmental requirement, may, at Landlord's own expense, make repairs, alterations or improvements in or to the building or any part thereof, including the premises, and during operations, may close entrances, doors, corridors, elevators or other facilities, but shall not interfere with Tenant's ingress, egress or quiet enjoyment of the premises. The Landlord shall not be liable to the Tenant for any expense, injury, loss or damage, resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley. The Tenant shall pay the Landlord for overtime and for any other expense incurred in event of repairs, alterations, decorating or other work in the premises are not made during ordinary business hours at the Tenant's request.

7. **Alterations.**

Tenant shall not, without first obtaining the written consent of Landlord which shall not be unreasonably withheld or delayed, make any alterations, additions, or improvements, in, to, or about the premises.

8. **Ordinances and Statutes.**

Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.

9. **Assignment and Subletting.**

Tenant shall not assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.

10. **Service.**

The Landlord shall provide:

(a) Janitor service in and about the premises. The Tenant shall not provide any janitorial service without the Landlord's written consent, and if consent be given, always subject to supervision of the Landlord and at the Tenant's sole responsibility.

(b) Elevator service.

(c) Electricity. Landlord will, however, charge for unusual or extraordinary use of electricity, as for use of electrical apparatuses other than typewriters, copiers and calculators or computers.

(d) Air conditioning, which shall be furnished from Landlord's central units 8:00 AM to 6:00 PM Monday through Friday, as needed on weekends and after 6:00 PM at no extra charge.

(e) Water and sewage disposal, restroom facilities and public areas.

The Landlord does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of the

Landlord to obtain fuel or supplies, or other cause or causes beyond the reasonable control of the Landlord. Any such interruption of service shall never be deemed an eviction or disturbance of the Tenant's use and possession of the premises or any part thereof, or render the Landlord liable to the Tenant for damages, or release the Tenant from performance of the Tenant's obligations under this lease.

11. **Entry and Inspection.**

Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

12. **Possession.**

If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this lease if possession is not delivered within N/A days of the commencement of the term hereof.

13. **Miscellaneous.**

(a) No receipt of money by the Landlord from the Tenant after the termination of this lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises, shall reinstate, continue or extend the term of this lease or affect any such notice, demand or suit.

(b) No waiver of any default of the Tenant hereunder shall be implied from any omission by the Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent herein stated. Any and all waivers must be in writing and signed by the Landlord or its agent.

(c) "Tenant", as used herein, denotes both singular and plural and all genders. Where "Tenant" consists of more than one person whether natural or artificial, all the persons constituting "Tenant" shall be jointly and severally liable for all obligations to be performed by Tenant herein.

(d) Provisions inserted herein or affixed hereto shall not be valid unless appearing in the duplicate original hereof held by the Landlord and initialed by the parties hereto. In the event of variation or discrepancy, the Landlord's duplicate shall control.

(e) Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, legal representatives and successors, and assigns in the event this lease has been assigned with the express, written consent of the Landlord.

(f) Tenant covenants and agrees that if the display of any article exhibited by him in the window on the outside, in or about said premises, or the display of any signs or placards in or on said premises at any time or times during the term hereof shall be objected to by the Landlord, and if notice in writing is given by said Landlord or its agents of said objection or objections, the Tenant will immediately and as often as such notices are received remove such display or such articles objected to, and failing to do so expressly agrees that the Landlord or its agents may enter said demised premises and remove such article, sign or placards objected to, using such force as may be necessary to do so without being deemed guilty of any forcible entry, detainer, or trespass.

(g) Submission of this instrument for examination does not constitute a reservation, on or option for the premises nor an offer to rent the same. The instrument becomes effective as a lease upon execution and delivery by both Landlord and Tenant.

(h) Should the Landlord's interest in the Building be sold or made subject to a ground lease, the Landlord may transfer or deliver the security deposit made hereunder to the purchaser of the interest, and the Landlord shall thereupon be discharged from any further liability with respect to the security deposit. The rights of the Landlord shall in no way be limited or restricted by the security deposit, but the Landlord shall have the absolute right to pursue any available remedy to protect its interest herein, as if the security deposit had not been made.

14. **Lien Upon Tenant's Property.**

All property, furniture, furnishings, equipment and fixtures of the Tenant situated upon the demised premises, during the term of this lease, shall be and are hereby bound for the payment of the rent herein reserved and for the fulfillment of all the covenants of this lease, and a lien first and prior is hereby created thereon in favor of the Landlord for the full and prompt payment of such rents and fulfillment of said covenants.

15. **Insurance and Hold-Harmless Agreement.**

Tenant shall provide and maintain at its own expense the following insurance with such insuring companies authorized to do business in the State of Florida and in such form as shall be satisfactory to Landlord:

A. Workmen's Compensation Insurance in accordance with Florida Compensation Law, including Employers Liability coverage for all workmen, employees and others employed by Tenant.

B. Comprehensive General Liability Insurance with the following minimum limits of liability:

Bodily Injury	\$ 100,000 each person
	\$ 100,000 each occurrence
Property Damage	\$ 100,000 each occurrence
	\$ 100,000 aggregate

The policy shall provide for Protective Liability Insurance with respect to operations of contractors. The policy should be endorsed to provide coverage for Landlord as an additional insured with respect to its liability arising out of its ownership of the leased premises. The policy shall include an endorsement to the effect that the Other Insurance Clause shall not apply with respect to similar insurance carried by Landlord. In addition, the policy shall include Contract Liability Coverage, which shall cover the following Indemnity Agreement, which agreement is hereby made a part of this lease:

Tenant hereby agrees to indemnify, defend and hold harmless Landlord from all suits, actions, legal proceedings, claims, demands, damages, costs, attorney's fees, the amounts of any judgments recovered, and any other expenses resulting from claims for bodily injury, sickness or disease, including death resulting therefrom sustained by any person and/or resulting from injury to or destruction of property, including loss of use thereof, caused by, arising from, incident to, connected with, or growing out of any failure of Tenant in any respect to comply with any of the requirements or provisions of this lease, including without limitations, the acts or omissions of Tenant and its agents, employees, and customers, and/or by any contractor, its agents or employees and/or by any subtenant, its agents, employees and customers, and/or by Landlord, its agents or employees. Certificates in triplicate will be furnished to:

Hy Shapiro
Hogan, Greer & Shapiro, P.A.
2400 South Dixie Highway, Suite 200
Miami, Florida 33133

by the Tenant or Tenant's insurance carrier and shall state that the Landlord will be given at least thirty (30) days written notice at the above address by said insurance carrier prior to any change in or cancellation of any of the coverages indicated therein. The certificates shall show that the above indemnification agreement has been specifically insured for the limits specified above.

16. **Fire Insurance.**

Landlord and Tenant agree to carry fire and extended coverage insurance on their respective property and interest in the demised premises and mutually release each other from any claims for losses or damage, which may be covered by their respective policies.

17. **Eminent Domain.**

If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

18. **Destruction of Premises.**

In the event of a partial destruction of the premises during the term hereof, from any cause, Landlord shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the premises. If such repairs cannot be made within said sixty (60) days, Landlord, at his option, may make the same

within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Landlord may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

19. Landlord's Remedies on Defaults.

All rights and remedies of the Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy by law.

- (a) If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default. If Tenant does not commence such curing within ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Landlord may terminate this lease on not less than three (3) days' notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereafter provided. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
- (b) If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any Court or tribunal shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, then and in any such event Landlord may, if Landlord so elects but not otherwise, and with or without notice of such election, and with or without entry or other action by Landlord, forthwith terminate this lease, and notwithstanding any other provisions of this lease, Landlord shall forthwith and upon such termination be entitled to recover damages in an amount equal to the then present value of the rent reserved under this lease for the residue of the stated term hereof, less the fair rental value of the premises for the residue of the stated term.
- (c) Upon any termination of this lease, whether by lapse of time or otherwise, or upon any termination of the Tenant's right to possession without termination of the lease, the Tenant shall surrender possession and vacate the premises immediately, and deliver possession thereof to the Landlord and hereby grants to the Landlord full and free license to enter into and upon the premises in such event with or without process of law and to expel or remove the Tenant and any others who may be occupying or within the premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing the Landlord's rights to rent or any other right given to the Landlord hereunder or by operation of law. The Tenant expressly waives the service of any demand for the payment of rent or for possession and the service of any notice of the Landlord's election to terminate this lease or to reenter the premises, including any and every form of demand and notice prescribed by any statute or other law, and agrees that the simple breach of any covenant or provision of this lease by the Tenant shall, of itself, without the service of any notice or demand whatsoever, constitute a forcible detainer by the Tenant of the demised premises within the meaning of the statutes of the State of Florida.
- (d) If the Tenant abandons the premises or otherwise entitles the Landlord so to elect, and the Landlord may at the Landlord's option enter into the premises, remove the Tenant's signs and other evidenced of tenancy, and take a hold possession thereof provided, without such entry and possession terminating the lease or releasing the Tenant, in whole or in part, from the Tenant's obligation to pay the rent hereunder for the full term, and in such case the Tenant shall pay forthwith to the Landlord a sum equal to the entire amount of the rent reserved under this lease for the residue of the stated term plus any other sums due hereunder. Upon and after entry into possession without termination of the lease, the Landlord may, but need not, relet the premises or any part thereof for the account of the Tenant to any person, firm or corporation other than the Tenant for such rent, for such time and upon such terms as the Landlord in the Landlord's sole discretion shall determine; and the Landlord shall not be required to accept any tenant offered by the Tenant or to observe any instructions given by the Tenant about such reletting. In any such

case, the Landlord may make repairs, alteration and addition in or to the premises, and redecorate the same to the extent deemed by the Landlord necessary or desirable, and the Tenant shall, upon demand, pay the cost thereof, together with the Landlord's expense of the reletting. If the consideration collected by the Landlord upon any such reletting for the Tenant's account is not sufficient to pay monthly the full amount of the rent reserved in this lease, together with the costs of repairs, alterations, additions, redecorating and the Landlord's expenses, the Tenant shall pay to the Landlord the amount of each monthly deficiency upon demand; and if the consideration so collected from such reletting is more than sufficient to pay the full amount of the rent reserved herein together with the costs and expense of the Landlord, the Landlord, at the end of the said term of the lease, shall account for the surplus to the Tenant.

(e) The Tenant shall be liable to the Landlord for, and agrees to pay, all the Landlord's costs, charges and expenses, including the fees of counsel, agents and others retained by the Landlord, incurred in enforcing the Tenant's obligations hereunder or incurred by the Landlord in any litigation, negotiation or transaction in which the Tenant causes the Landlord, without the Landlord's fault, to become involved or concerned.

(f) No failure of Landlord to enforce an term hereof shall be deemed to be a waiver.

20. **Security Deposit.**

Tenant has deposited with Landlord the sum of -0- as security for the performance of Tenant's obligations under this lease, including without limitation the surrender of possession of premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease. In the event failure or default on the part of Tenant in the performance of the covenants and conditions of the lease, said sum or any portion thereof may be applied by Landlord to the damages Landlord may sustain by reason of the default or failure on the part of Tenant, and the remainder of said sum, if any, shall be returned to Tenant within 15 days after the expiration of this Lease and delivery of entire possession of the premises in good condition to Landlord.

21. **Operating Expense Adjustment.**

Beginning in the second year and in each calendar year thereafter, Tenant will pay Landlord, as Additional Rental, its pro rata share of increases in the cost of Real Property Taxes, Building Insurance and Operating Expenses over the base year of 2003, but such share of the increases shall not exceed \$10,000 per year. Such Additional Rent shall be computed by subtracting the Operating Expenses of the Base Year of 2003 from these same costs for the calendar year in question (the "Operating Cost Increase") and allocating one-half of such Operating Cost Increase to Tenant. Landlord shall deliver to Tenant a statement of Landlord's Operating Costs and Tenant shall have a right to receive reasonable back up for such Operating Costs. Tenant shall pay Landlord the amount due within thirty (30) days of receipt of such Operating Cost statement.

"Operating Expenses" includes all the costs and expenses incurred by or on behalf of Landlord in managing, operating and maintaining the Common Areas but shall not include capital improvements, leasing expenses including broker's commissions, costs of maintaining the ownership entity (such as fees and accounting) and depreciation.

22. **Attorney's Fees.**

In case suite should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

23. **Waiver of Certain Claims.**

The Landlord shall not be liable, and the Tenant waives all claims, for damage to person or property sustained by the Tenant or an occupant of the Building or premises resulting from the building or any part of it or any equipment or appurtenance becoming out of repair, resulting from any accident in or about the building or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Building or any other person. This section will apply especially, but not exclusively, to damage caused by water, steam, excess heat or cold, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures and shall apply equally whether such damage results from the act or neglect of other tenants, occupants or servants of the Building or any other person, and whether such damage be caused or result

from anything or circumstance above mentioned or referred to, or any other thing or circumstance whether of a like nature or of a wholly different nature. If any such damage results from any act or neglect of the Tenant, the Landlord may, at the Landlord's option, repair such damage, whether caused to the Building or to tenants thereof. All personal property belonging to the Tenant or any occupant to the premises that is in the building or the premises shall be there at the risk of the Tenant or such other person only, and the Landlord shall not be liable for any damage thereto or the theft, disappearance, or misappropriation thereof.

24. Notices.

In every instance where it shall be necessary or desirable for the Landlord to serve any notice or demand upon the Tenant, it shall be sufficient:

- (a) To deliver or caused to be delivered to the Tenant a written or printed copy thereof, or
- (b) To send a written or printed copy thereof by United States certified mail, postage prepaid, addressed to the Tenant at the demised premises, in which event the notice shall be deemed to have been served at the time the copy is posted, or
- (c) To leave a written or printed copy thereof in or upon the demised premises or to affix the same upon any door leading into the demised premises, in which event the notice or demand shall be deemed to have been served at the time the copy is so left or affixed.

All notices or demands shall be signed by Landlord or its agent. Where the Tenant desires to serve notice or demand upon Landlord, such notice or demand shall be sent certified mail, return receipt requested, postage prepaid, to Landlord at the following address: 2400 South Dixie Highway, Miami, Florida 33133, or other places as may be designated by Landlord from time to time.

25. Heirs, Assigns, Successors.

This lease is binding upon and inures to the benefit if the heirs, assigns and successors in interest to the parties.

26. Option to Renew Terms and Conditions

Tenant shall have the right to renew this lease for a period of five (5) years on the following terms and conditions:

- a. Tenant may renew up to but no more than 5,000 square feet of the second floor and shall give Landlord notice as to the portion of the premises being renewed at such time as the notice of renewal is delivered. The remainder of the leased premises which is not renewed by the Tenant shall revert to Landlord for re-lease or use;
- b. Upon giving notice to Landlord of the renewal of the Lease, Tenant shall provide Landlord with the proposed floor plan for the renewed space and shall, at its sole cost and expense, separate the premises being renewed from the entire premises by constructing walls or doors or such other structures as shall be reasonably required to create two spaces, while still maintaining required ingress and egress to the portion of the second floor no longer being leased by Tenant.
- c. In the event that Tenant elects to renew the Lease, Tenant may further elect to commence the renewal term of the Lease as of the 1st day or as of the 15th day of any month following October 1, 2007, upon providing Landlord with five (5) days written notice of the commencement date to the renewal term. The remaining term of the initial lease shall be added to the five years renewal term of the Lease so that the renewal term of the Lease shall still terminate on January 31, 2013.
- d. In the event that Tenant exercises the renewal option, Tenant shall agree to take over and provide the following services currently provided by Landlord to Tenant, as follows: janitorial services for the renewal premises, supplies for the restrooms and kitchen, light bulbs and fixtures, security system for the leased premises, window washing for the exterior second floor, carpet cleaning and repair, and repairs for the interior of the leased premises. Landlord shall continue to be responsible for the elevator, air conditioning, life safety systems, and for the maintenance and repair of the building common areas and exterior as provided in paragraph 10 herein.
- d. In consideration of Tenant assuming responsibility for the janitorial and other services in the leased premises described in paragraph 26(d) above, the initial rent for the renewal term of the Lease shall be \$28 per square feet. The rent payable shall be calculated by multiplying \$28 times the number of square feet, up to no more than 5,000 square feet, included as the leased premises as set forth in Tenant's renewal notice. The rent shall increase annually as provided in paragraph 1 herein.

e. Pursuant to paragraph 21, Tenant shall pay its pro rata share of any increase in Operating Expenses, as defined therein. Tenant's pro rata share shall be calculated by taking the square footage of the renewed leased premises divided by 14,000 square feet, being the total square footage of the building. Tenant shall receive a credit for the operating expenses incurred by Tenant for providing the services as set forth in paragraph 26(d). At such time as Landlord provides Tenant with the statement of Landlord's Operating Costs, Tenant shall, within ten (10) days thereafter, provide Landlord with a statement of Tenant's Operating Costs and Tenant shall pay to Landlord the difference due, if any.

27. **Radon Gas Disclosure.**

In accordance with the requirements of Florida Statutes Section 404.056(8), the following notice is hereby given to Tenant. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

28. **Subordination**

Tenant's rights under this Lease are and shall remain subject and subordinate to the operation and effect of:

- (a) any lease of land only or of land and buildings in a sale leaseback transaction involving the Premises, or
- (b) any mortgage or other security instrument constituting a lien upon the Premises and/or the Center.

Whether the same shall be in existence at the date hereof or created hereafter. Any such lease, mortgage, deed of trust or other security instrument being referred to herein as a "Mortgage" and the party or parties having the benefit of the same, whether as lessor, mortgagee, trustee or note holder, being referred to herein as a "Mortgagee". Tenant's acknowledgment and agreement of subordination provided for in this Section is self-operative and no further instrument of subordination shall be required; however, Tenant shall execute such further assurances thereof as shall be requisite or as may be requested from time to time by Landlord or a Mortgagee.

29. **Attornment**

If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.


30. **Entire Agreement.**

The foregoing constitutes the entire agreement between the parties and may be modified only in writing, signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 9 day of October 2007.

Signed, sealed and delivered in presence of:

300 Grove Professional Inc.



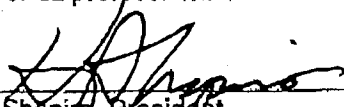
As to Landlord

By:


Scott Leeds, President

Hogan, Greer & Shapiro, P.A.,
a Florida professional association

By:


Hy Shapiro, President